plied by the courts in apportioning losses between compound and specific policies. COOLEY, BRIEFS, Vol. IV, 3111. The "Vermont" rule, adopted in the principal case, virtually turns each compound policy into a specific policy, and produces the same result as if the compound policies contained a "distributive" clause. To this extent, practically a new contract is made for the parties. *Chandler* v. *Ins. Co.*, 70 Vt. 562; 41 Atl. 502; *Blake* v. *Exchange Mut. Ins. Co.*, 12 Gray 265; *Royall* v. *Hartford Fire Ins. Co.*, 158 Ill. App. 463; *Mayer* v. *Am. Ins. Co.*, 2 N. Y. Supp. 227; See *Ogden* v. *East River Ins. Co.*, 50 N. Y. 388, 10 Am. Rep. 492. The "Connecticut" rule regards the compound policies as insuring each part or item for the full amount of the policy unappropriated when that part is reached, making the adjustment item by item in the order of the greatest loss. The only arbitrary feature of this rule is the order of the adjustment, but even as to this the court was inclined to vary it as justice might demand. *Schmaelzle* v. *L. & L. Ins. Co.*, 75 Conn. 397, 53 Atl. 863, 60 L. R. A. 536, 96 Am. St. Rep. 233; *Grollimund* v. *Germania Ins. Co.*, (N. J. L. 1912), 83 Atl. 1108. See *Page* v. *Sun Ins. Office*, 74 Fed. 203, 33 L. R. A. 249, affirming 64 Fed. 194. The "Cromie" rule applies to cases where the compound policy covers the same item as does the specific policy and in addition other items not covered by specific policies. In the event that loss occurs to both items the compound policy will be first applied to its full value to the items not covered by the specific policy and only what remains will be shared proportionally in the item covered by both policies. *Cromie* v. *Ky. & L. Mut. Ins. Co.*, 15 B. Mon. (Ky.), 432; *Angelrodt* v. *Delaware Mut. Ins. Co.*, 31 Mo. 593; *L. L. & G. Ins. Co. v. Delta Farmer's Ass'n*, 56 Tex. Civ. App. 588, 121 S. W. 599; *Meigs* v. *London Assur. Co.*, 126 Fed. 781, affirmed in 134 Fed. 1021; See *Sherman* v. *Madison Mut. Ins. Co.*, 39 Wis. 104; *Royal Ins. Co.* v. *Roedel*, 78 Pa. 19.

INSURANCE—BURGLARY POLICY.—A "special agreement" contained in the policy provides: "The company shall not be liable, (1) unless there are visible marks upon the premises of the actual force and violence used in making entry into the said premises or exit therefrom." *Held*, this policy does not cover a case of burglary, although admitted to have been accompanied by an assault and a "felonious abstraction" of insured goods, where the entry and exit were made by merely opening an unlocked door. CULLEN, C. J. and HAIGHT, J. dissent. *Rosenthal et al.* v. *American Bonding Co. of Baltimore* (N. Y. Court of Appeals, 1912), 100 N. E. 716, reversing 143 App. Div. 362, 128 N. Y. Supp. 553, which affirmed (SCOTT, J. and INGRAHAM, P. J. dissenting), 68 Misc. 10, 124 N. Y. Supp. 905.

This appears to be the only case in the reports upon the point involved. The special term and the appellate division construed the policy as primarily for indemnity, and after stating that the condition might be considered either as defining the risk, or as a mere evidentiary provision inserted to prevent fraudulent claims in cases where in the absence of witnesses a burglary might be attempted to be established by mere evidence of the loss of goods without other proof of a breaking and entering, adopted the latter interpretation. The justification offered was that the terms of a policy must be con-

strued strictly against the insurer. The Court of Appeals, conceding this rule of construction to be true, held that it had no application to this case, for the reason that if the words of the condition were given their common ordinary meaning they could not be construed otherwise than as defining the nature of the force and violence that must accompany the burglary to bring the loss within the policy. Granted that the precise result was not contemplated by the contracting parties, still the policy was clear and unambiguous, and the court could not rightfully by interpretation relieve one of the parties from disadvantageous terms which he had actually and fairly made. In this view of the case it is in accord with *Maryland Casualty Co.* v. *Ballard Co. Bank,* 134 Ky. 354, 120 S. W. 301, where a policy which exempted the insurer from liability unless the safe was entered by the use of "tools or explosives directly thereupon" was held not to cover a loss where a bank official was compelled at the point of the pistol to open the safe by working the combination. See also *First National Bank* v. *Maryland Casualty Co.,* 162 Cal. 61, 121 Pac. 321.

MASTER AND SERVANT—INJURIES TO SERVANT CAUSED BY DEFECT IN SIMPLE TOOLS.—The plaintiff was employed by the defendant company as a helper for a blacksmith. One of the tools used by the plaintiff in his employment was a set-hammer, which had become battered by use and was repaired in the defendant's shops. While using the hammer after it was repaired, the plaintiff was injured by a piece of the hammer flying off and striking him in the eye. *Held,* that where the tool is manufactured by the employer, the employer is liable for injuries caused by defects even though the tool is a simple one. *Herricks* v. *Chicago & E. I. R. Co.* (Ill. 1913), 100 N. E. 897.

The rule which fixes liability upon the master for injuries resulting from defects rests upon the assumption that the employer has a better and more comprehensive knowledge than the employee. As a general rule, in cases where the instrument or tool the defect in which is the cause of the injury, is of so simple a character that a person accustomed to its use can not fail to appreciate the risk, the master is not liable. In the following cases a hammer has been held to be a simple tool of this character: *Golden* v. *Ellis,* 104 Me. 177, 71 Atl. 649; *Rahm* v. *Chicago, R. I. & P. R. R. Co.,* 129 Mo. App. 679, 108 S. W. 570; *O'Hara* v. *Brown Hoisting Machine Co.,* 171 Fed. 394; *Mercer* v. *Atlantic Coast Line R. R. Co.,* 154 N. C. 399, 70 S. E. 742; *Lehman* v. *Chicago, St. Paul M. & O. Ry. Co.,* 140 Wis. 497, 122 N. W. 1059. This rule is applicable where the tools are obtained from third parties because in such cases the employer and the employee have equal means of knowing the conditions. The decision in the principal case is based upon the ground that in cases where the employer manufactures the tool, the employee does not have an equal chance of knowing the defects. This distinction has been made in cases of simple tools in *Morris* v. *Eastern Ry. Co.,* 88 Minn. 112, 92 N. W. 535; *Vant Hul* v. *Great Northern Ry. Co.,* 90 Minn. 329, 96 N. W. 789; *Johnson* v. *Mo. Pacific Ry. Co.,* 96 Mo. 340, 9 S. W. 790; *Baltimore & O. S. W. Ry. Co.* v. *Amos,* 20 Ind. App. 378; *Standard Oil Co.* v. *Bowker,* 141 Ind., 12, 40 N. W. 128. The employer manufacturing the tool has a